

4. (d) (ii) For BIG TEN Games selected for telecast in November of each Season, ABC may not require a start time later than 2:30 p.m. CNYT except on two (2) dates in each Season (which dates shall not both involve the same BIG TEN Institution as host). ABC may request a start time later than 2:30 p.m. CNYT on additional dates and BIG TEN shall use reasonable efforts to accommodate ABC but shall be under no obligation to do so. Games selected for telecast pursuant to this subsection shall be telecast by ABC subject only to the force majeure provisions contained in Paragraph 17 herein.
4. (d) (iii) Arizona Institutions in the PAC 10 shall not be required to move their Games from night to day during September but will take under consideration any request to do so.
4. (d) (iv) The Games between The Ohio State University and the University of Michigan if telecast hereunder will have kickoff times of 12:15 p.m. CNYT.
- (d) (v) ABC acknowledges that no University of Michigan home Games will kick off later than 1:00 p.m. CNYT on any Saturday after the conversion of Eastern Daylight Time to Eastern Standard Time.
4. (e) Other Telecasts: Outside the periods when ABC is televising on an exclusive basis there shall be no restrictions on the telecasts by third parties or the Conferences themselves of other PAC 10 or BIG TEN Games and of Home Cross-overs except for the over-the-air network exclusivity as described in Paragraph 5, the promotion guidelines in Paragraph 4(h) and the following starting time restrictions which are intended to minimize overlap into an exclusive ABC telecast hereunder:
4. (e) (i) on days on which ABC telecasts PAC 10/BIG TEN Games under this Agreement, Games telecast by other television entities shall be scheduled in accordance with the start times set out below which are intended to permit an approximate overlap of forty-five (45) minutes into the scheduled kick-off, and forty five (45) minutes onto the scheduled completion of an ABC telecast of a PAC 10/BIG TEN Game hereunder, except that when ABC's Game kicks off at 3:30 p.m. CNYT, the permissible overlap into the scheduled kickoff shall be thirty (30) minutes.
4. (e) (i) (A) No earlier than 6:15 p.m. CNYT nor later than 12:30 p.m. CNYT when ABC's Game kicks-off at 3:30 p.m. CNYT; and

4. (e) (i) (B) No earlier than 3:15 p.m. CNYT when ABC's Game kicks-off at 12:30 p.m. CNYT.

4. (f) Doubleheader Scheduling: Subject to subparagraph 4(g), if ABC is televising a doubleheader where both Games involve a PAC 10 or BIG TEN team, ABC's exclusivity shall extend through both the 12:15 p.m. CNYT and the 3:30 p.m. CNYT television periods, i.e., from 12:15 to 7:00 p.m. CNYT on that date subject to the permissible overlap under subsection 4(e)(i) at the end of this "day-long" telecast.

4. (g) Doubleheader Exclusivity and Syndicated Games: A Syndicated Game of either the PAC 10 or BIG TEN may be telecast on each afternoon of each Saturday of each Season and will not be required to start earlier than 12:30 p.m. CNYT. Such Syndicated Games shall be subject to the exclusivity provisions set forth in subparagraphs 4(b) through 4(f) above, however, with the exception that during the term of this Agreement, either Conference may telecast a maximum of four (4) Syndicated Games with kickoffs at approximately the same time as Games of the other Conference which are being telecast by ABC as part of a doubleheader under this Agreement. No Syndicated Game may be telecast between 12:15 p.m. CNYT and 7:00 p.m. CNYT on the following Saturdays: November 24, 1990; November 23, 1991; November 21, 1992; November 20, 1993; November 19, 1994; November 25, 1995 and November 23, 1996.

4. (h) Promotion by Third Parties: PAC 10/BIG TEN will not authorize third parties to promote their telecasts of other PAC 10/BIG TEN Games and Home Cross-overs, if such Games are still available for selection by ABC, unless such promotion clearly discloses the potential for pre-emption for an ABC telecast of these Games.

4. (i) Promotion by ABC: ABC intends to provide an active promotional campaign for the telecasts of PAC 10/BIG TEN Games hereunder. In this regard, ABC intends to promote such Games and the series of Games on a regular basis throughout the major television markets including those of the two Conferences in such media as on-air promotional announcements for the Games and series of Games on the ABC Television Network. ABC will make its best efforts to have ABC affiliated stations promote each Game and series of Games. At least once each Season during the term, at the request of the PAC 10/BIG TEN, ABC shall discuss with PAC 10/BIG TEN its promotional plans for the upcoming Season.

5. NETWORK EXCLUSIVITY

The right to telecast any PAC 10/BIG TEN Game and Home Cross-over hereunder shall be exclusive to ABC in all over-the air network television within the Telecast Area. PAC 10/BIG TEN agree that there shall be no live telecast within the Telecast Area by

another over-the-air network (i.e., NBC, CBS, or Fox Television Networks) of any PAC 10/BIG TEN Game or any Home Cross-overs regardless of where such Game takes place.

6. APPEARANCE REQUIREMENTS

6. (a) It is the desire of each of the member Institutions of the PAC 10 and the BIG TEN, to which ABC acquiesces, that no PAC 10 or BIG TEN football team shall appear more than five times on ABC's regular season telecasts during any Season hereunder, except the University of Michigan, which has agreed to appear up to six times in each Season hereunder. Additionally, ABC may approach two member Institutions in each Conference each Season, through the Conference only, and request that each Institution make a sixth appearance. It is understood that the PAC 10 has agreed to obligate its member Institutions to make such sixth appearance but the BIG TEN has not so agreed (except the University of Michigan as aforesaid). In the event any member Institution agrees to a sixth appearance in any Season, ABC shall pay the appropriate Conference the additional sum of One Hundred Eighty-seven Thousand Five Hundred Dollars (\$187,500), which shall be paid with the December 15 installment of the rights fee in such Season. Notwithstanding the foregoing, the University of Michigan and the BIG TEN have agreed not to receive any additional compensation for Michigan's sixth appearance in any Season. Upon ABC's request, PAC 10/BIG TEN may consider approving, but need not approve, additional appearances by other Institutions of either Conference if, due to scheduling or other problems beyond ABC's control, ABC is unable to select Games which are attractive to a national television audience. However, no Institution shall be obligated to accede to such request.

6. (b) ABC agrees that it will not select for telecast more than three home regular season appearances for any Institution in any Season without the consent of the applicable Institution and Conference.

7. DECREASE IN INVENTORY

7. (a) If the inventory of PAC 10/BIG TEN Games available to ABC within the telecast periods specified herein is reduced:

- 7. (a) (i) because of the ineligibility of PAC 10/BIG TEN Institutions for television because of sanctions imposed by the NCAA or the appropriate Conference; or
- 7. (a) (ii) because of the refusal or failure of any member Institution(s) listed in Schedule A to participate fully for other reasons (excluding reasons of force majeure as provided in Paragraph 17 below); or

7. (a) (iii) because ABC is unable to select and televise Home Cross-overs for any reason beyond ABC's control (including refusal by the visiting non-PAC 10/BIG TEN Institution to consent to ABC's telecast, but excluding reasons of force majeure as described in Paragraph 17 hereof and excluding any NCAA sanctions against a non-PAC 10/BIG TEN Institution);

Then, if as a result of any of the foregoing, the value of this television football package is reduced, ABC may be entitled to a reduction in the Rights Fees payable hereunder, and the parties will endeavor to work out the amount of this reduction in Rights Fees, if any, through good faith negotiations. If the parties do not reach agreement, then within thirty (30) days following the impasse, the parties agree to submit the issue of whether there should be a reduction in the Rights Fees and if so, the amount of such reduction, to binding arbitration in accordance with the rules of the American Arbitration Association and to be bound by the determination from such arbitration as to the appropriate amount of this reduction, if any, based on the diminished value to ABC of this television football package as a result of the unavailability of the Game or Games. The arbitration will take place and the reduction amount, if any, determined prior to ABC's final payment under this Agreement. If the reduction amount has not been so determined, the amount at issue of such final payment shall be placed in escrow to bear interest at a rate agreed upon by the parties pending resolution of the exact reduction, if any, which is to occur. As part of the procedure provided hereunder, ABC may at its discretion either: (i) substitute another Game or Games for telecast in lieu of an unavailable Game on the same date; or (ii) televise an additional Game or Games on a later date during the term without the additional Rights Fees required by Paragraph 2. Further, if any Game is selected by ABC and is not made available for an ABC telecast with a 3:30 p.m. kick-off (or for a 12:15 p.m. kick-off in accordance with subsection 4(c)(i) above), such Game may not be televised live by any other television entity except for those Games governed by subsection 4(d)(iii). If, however, a Game cannot be made available as required by the provisions of Paragraphs 3 and 4 due to circumstances outside the control of the Host Institution, (e.g., stadium unavailability), such Game may be telecast on a live basis by another television entity at its originally scheduled time, subject to the exclusivity provisions of Paragraphs 4 and 5 herein.

7. (b) In the event that a visiting non-PAC 10/BIG TEN Institution refuses to consent to ABC's telecast of a Home Cross-over hereunder, PAC 10/BIG TEN and ABC agree that they will consider joint legal action against such refusing non-PAC 10/BIG TEN Institution with shared legal costs. Each of ABC and PAC 10/BIG TEN may determine for itself the feasibility of such legal action and each shall have the right to refuse to participate therein or to pursue such action individually.

8. FUTURE RIGHTS

The PAC 10/BIG TEN has granted to ABC a right of "exclusive first position" with respect to ABC's acquisition of exclusive network television rights within the Telecast Area, similar to the rights acquired by ABC pursuant to this Agreement, to all regular-season PAC 10/BIG TEN Games and Home Cross-overs for such consecutive subsequent Seasons immediately following the term hereof as the parties may mutually agree. PAC 10/BIG TEN further grants to ABC an additional "exclusive first position" for ABC's acquisition of exclusive network television rights to any post-season play, playoffs and Championship Game in any Season hereunder (excluding bowl games sanctioned by the NCAA), to the extent either PAC 10 or BIG TEN owns or controls such rights. "Exclusive first position" shall mean that prior to negotiating with any third party for the applicable rights, PAC 10/BIG TEN will first negotiate exclusively with ABC for a period of thirty (30) days commencing on the following dates: (i) with respect to the 1997 Season plus subsequent Seasons if any, not later than January 15, 1997 nor earlier than September 9, 1996; and (ii) with respect to any pre-season, post-season or Championship Game, within seven (7) days of ABC's receipt of PAC 10/BIG TEN's notice of the anticipated dates of such Games. If PAC 10/BIG TEN and ABC have not reached agreement during the thirty (30) day negotiation period, PAC 10/BIG TEN will promptly thereafter give ABC in writing PAC 10/BIG TEN's final offer, which will specify the Rights Fee amount plus other terms which PAC 10/BIG TEN deem "essential" including, for example, terms regarding the minimum number of exposures of any television football package they desire to grant and which PAC 10/BIG TEN is willing to accept for the applicable rights. Any such "essential" terms must be within ABC's legal ability to fulfill. ABC shall have two (2) business days to accept or reject this final PAC 10/BIG TEN offer. If ABC does not accept this final PAC 10/BIG TEN offer, it shall respond with its final position in writing. Further, if ABC does not accept this PAC 10/BIG TEN final offer, then PAC 10/BIG TEN shall be free to negotiate with third parties, provided that before entering into an agreement with a third party for a rights fee which is less favorable and on "essential" terms which are less favorable to PAC 10/BIG TEN than the rights fee and "essential" terms specified in PAC 10/BIG TEN's final offer to ABC, PAC 10/BIG TEN will first give ABC an opportunity for five (5) business days to acquire such rights by accepting PAC 10/BIG TEN's written offer of such lesser rights fee amount and/or less favorable "essential" terms.

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9. COMMERCIAL MATTER

9. (a) Game Telecasts: ABC shall have the right to insert such commercial matter as ABC elects, subject to subparagraph 9(c) below, into each of its telecasts of any Game in accordance with the commercial format described in SCHEDULE B (which is attached hereto and made a part hereof). There shall be an overall limit of twenty-nine (29) commercial minutes plus two sixty-five (65) second station breaks (for a Prime Time telecast, three such station breaks) per Game telecast hereunder. The parties agree they wish to avoid prolonged interruption of any Game which ABC will televise. All interruption periods will be timed and controlled by the liaison official assigned to each Game by the appropriate Conference.

9. (b) Pre-Game/Post-Game Programming: ABC shall have the right, but not the obligation, to produce and televise pre-Game and post-Game programming (originating from the stadium or from the studio, as ABC may elect). In addition to the commercial matter within the Game telecast, ABC may insert such commercial matter, as ABC elects, into such pre-Game and post-Game programming subject to subparagraph 9(c) below.

9. (c) Commercial Subject Matter: ABC shall not itself sell for sponsorship, and shall notify its affiliated stations of this agreement not to sell for sponsorship, either during a Game telecast or during related pre-Game or post-Game programming, advertising for cigarettes, for alcoholic beverages other than malt beverages, beer and wine, or for any product related to gambling (excluding legalized lotteries and hotel chains, or hotel casinos, provided gambling is not depicted or advertised in any actual commercial). PAC 10/BIG TEN will promptly bring to ABC's attention any commercial which in the PAC 10/BIG TEN's opinion is not in compliance with these standards.

10. PROMOTIONAL AND INSTITUTIONAL ANNOUNCEMENTS

10. (a) ABC Promotion: ABC may insert into each telecast hereunder up to three (3) minutes of promotional announcements (excluding any promotional announcements for PAC 10/BIG TEN Game telecasts or series) for any programming on the ABC Television Network, including any other sports programming.

10. (b) Institutionals: During each Game telecast hereunder, ABC will televise one 30-second promotional announcement for each of the Institutions in the Game describing its academic and athletic programs and one 60-second promotional announcement on behalf of either BIG TEN or PAC 10 higher education depending on the Conference with which the home Institution is affiliated. All of the foregoing announcements shall be produced and paid for by either PAC 10/BIG TEN or the Institution hosting the Game and shall be subject to review and approval by ABC's Department of Broadcast Standards and Practices and ABC.

11. ACCESS AND FACILITIES

The home PAC 10/BIG TEN Institution for each Game telecast hereunder shall make all arrangements at the site of any Game to be telecast by ABC, which arrangements will provide ABC's production and engineering personnel free access to and from the site reasonably in advance of ABC's telecast to enable ABC to make necessary preparations for its telecast and to provide ABC without charge first priority in such space and camera locations as ABC may reasonably require for equipment, broadcast facilities and personnel at locations designated by ABC (including space for microphones, ground level, hand-held or other cameras and related apparatus) and approved by the affected Institution, which approval shall not be unreasonably withheld. In the event it is necessary to displace any seating locations for purposes of providing ABC with such space, ABC will not be charged for such lost seating. ABC shall have the right to install, operate, and remove, by personnel designated by ABC, such platforms, cables, wires and other apparatus as may be necessary for the recording or telecast of any Game, provided that ABC shall not unreasonably interfere with the staging or conduct of any such Game. The home PAC 10/BIG TEN Institution will cause to be provided to ABC, without charge, access to all electronic timing devices plus all existing lighting and power, and ABC may tap power lines in and about the site and may locate its mobile and/or tape units at the site without charge in space designated by the host Institution. The lighting shall be satisfactory for quality telecasting in color and the home Institution, at the cost of PAC 10/BIG TEN, will supplement existing lighting if necessary to meet ABC's technical needs and to assure safety at the site. ABC will reimburse PAC 10/BIG TEN for one half (1/2) of the cost of any such lighting supplementation which shall not exceed Sixty Thousand Dollars (\$60,000) per Game without the prior approval of all three parties hereto. Additional ABC NABET employees are not currently required for the handling of such supplementary lighting and therefore no NABET costs will be added to the cost thereof. ABC may display its name and trademark on banners, its equipment and on any platform or telecasting booth used at the site at points approved by the host Institution.

12. USE OF GAME FOOTAGE

Neither PAC 10/BIG TEN nor any of its member Institutions will permit live telecasting within the Telecast Area by any other broadcast entity of a Game, or any portion thereof, being telecast by ABC within the Telecast Area. PAC 10/BIG TEN will restrict the use within the Telecast Area of Game footage from whatever source until 10:30 p.m. of the day of the Game being telecast by ABC under this Agreement, to delayed use of excerpts of two minutes or

less within regularly scheduled hard news programs. After 10:30 p.m. of the day of the Game, PAC 10/BIG TEN may authorize use of such footage as provided in Paragraph 15 herein. PAC 10/BIG TEN use of non-ABC footage of a Game not telecast by ABC under this Agreement is not restricted by this Paragraph 12 or by Paragraph 15 of this Agreement but such use is subject to the exclusivity provisions of Paragraphs 4 and 5. In accordance with ABC's then current policies, ABC shall make excerpts of its Game coverage available for use in regularly scheduled hard news programs during the 48 hours after ABC's Game telecasts have ended.

13. STILL PHOTOGRAPHER ACCESS

PAC 10/BIG TEN and each of its member Institutions also agree to provide ABC's staff photographers with a reasonable number of photographer's credentials sufficient to enable them to photograph both ABC's production and the action of the Game being televised as space and conditions permit.

14. CLEAN FEED

If the PAC 10 or BIG TEN desires to make or authorize telecasts permitted in subsection 15(c)(iv) below of a Game or any portion thereof which ABC will be telecasting, then the applicable Conference may utilize the telecast signal produced by ABC for such permissible purpose. Upon request by such Conference, ABC shall make available to such Conference or its designee, a clean video feed and natural sound audio feed of its telecast signal. For all permitted uses of such clean feed other than official coach's shows, ABC shall be allowed to assess costs with such costs being no more than an appropriate proportionate share of its actual production costs in accordance with factors common to the electronic media industry at that time for an event of the magnitude of the Game being telecast and all incremental and out-of-pocket costs incurred as a result of items requested by such Conference but not to exceed Five Thousand Dollars (\$5,000).

15. PROGRAMS AND PROGRAM RECORDINGS

15. (a) Programs: ABC shall have the right to produce programs based on the Games which it selects hereunder and all elements of these programs shall be the sole property of ABC. ABC shall have the right in perpetuity to use and re-use and authorize others to use and re-use any of these programs or portions thereof subject to subparagraph 15(b) below. No use of any portion of ABC's programs may be made without ABC's consent except as provided in subparagraph 15 (c) below. The program content of any telecast hereunder shall be determined by ABC and ABC may title the programs and add such programming elements as are customarily included in sports programs telecast by ABC, to the coverage of

any Game hereunder as ABC may elect. ABC agrees to consult in advance with PAC 10/BIG TEN as to the selection of announcers for its telecasts of the Games. The final selection of announcers shall be by ABC.

15. (b) Foreign and Ancillary Rights: During each year hereunder, ABC shall submit to PAC 10/BIG TEN proposals to license its coverage of any Game or Games for telecast and exhibition on a live or delayed basis in countries outside the Telecast Area in broadcast and cable television for approval by PAC 10/BIG TEN, which approval shall not be unreasonably withheld. Any such proposal shall contain a sum to be paid to PAC 10/BIG TEN for such foreign licenses. Notwithstanding the foregoing, ABC shall have the non-exclusive right to license its coverage of any Game anywhere for exhibition in ancillary media (i.e., videocassette/videodisc, direct projection, theatrical, and in-flight).

15. (c) Telecast Cassettes: Within two (2) days of the conclusion of each Game telecast by ABC, ABC shall provide one complete set of three-quarter-inch videocassettes of each Game telecast to the PAC 10 or BIG TEN Conference whose team or teams participated in each such Game. Such cassettes shall be provided by ABC at the cost of the raw videocassette stock. In lieu of such videocassettes, as PAC 10/BIG TEN may elect, ABC shall use best efforts to accomodate a request by PAC 10/BIG TEN for a direct feed of coverage of certain Games to on-site recording facilities provided and paid for by PAC 10/BIG TEN. The PAC 10/BIG TEN and their member Institutions may use or cause to be used in perpetuity such Game footage (but not ABC commentary nor any advertising commercials nor any of ABC produced programming features) from all or part of each set of videocassettes (or the recorded feed) for the following purposes only:

- 15. (c) (i) for file, reference, audition, promotional and publicity purposes;
- 15. (c) (ii) for any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder including use of excerpts within a videocassette to be sold to benefit the applicable Conference; and
- 15. (c) (iii) for highlight shows, coach's shows, and any non-network commercial broadcast ventures inuring solely to the benefit of the Conferences or either of them, or any of the member Institutions, including pre-Game taped shows utilizing three minutes or less of the footage, provided that without written permission from ABC (which permission shall not be unreasonably withheld) each segment used on a highlight show or Conference program

shall not exceed three (3) minutes in length and shall contain a courtesy credit to ABC as follows: "courtesy ABC Sports". Notwithstanding the foregoing, with respect to any official coach's shows disclosed to ABC, such coach's show may include taped highlights of Games telecast by ABC not to exceed eight (8) minutes per Game (with such footage also containing a courtesy credit).

It is understood that the right to use ABC's footage pursuant to this subparagraph 15 (c) is not assignable;

15. (c) (iv) Subject to Paragraph 12 hereof, each PAC 10/BIG TEN Institution may also record or have recorded its own coverage or authorize third party coverage and using such coverage or the clean feed provided in Paragraph 14 of any Game, may authorize use of same for coach's shows delayed full-game replays and any other use not in conflict with the terms hereof.
15. (d) Any delayed telecast of a Game may not be presented prior to 12 Midnight CNYT or 10:30 p.m. local time on the day on which it is played, whichever is later, nor in such time period as to overlap an ABC telecast hereunder unless ABC specifically authorizes such a presentation. The delayed telecast of a Prime Time Game may be presented no earlier than Midnight local time or 10:30 p.m. Pacific Time on the day on which it is played, nor in such time period as to overlap an ABC telecast hereunder unless ABC specifically authorizes such presentation.
15. (e) All other uses of ABC's coverage of a Game, shall be subject to the prior written consent of ABC, which shall not be unreasonably withheld.

16. FEED PATTERNS

ABC shall determine the "feed patterns" for its telecast hereunder (i.e., into which markets specific telecasts will be transmitted). ABC acknowledges the desire of PAC 10 to have PAC 10 Game telecasts reach a geographically diverse audience.

17. FORCE MAJEURE

17. (a) Total Cancellation of Game or Telecast: In the event that a Game telecast hereunder is prevented due to war or national emergency, governmental restriction, preemption for an event of overwhelming public importance the occurrence of which is not within the control of ABC, weather, non-ABC labor disputes at the Game site, act of God, or other like causes beyond ABC's control,

or the failure by any PAC 10/BIG TEN Institution to play any such Game for reasons beyond its control, then in such event: (i) if the affected Game is part of a split national or regional exposure, ABC shall expand its coverage of the other Game or Games of such regional exposure; or (ii) if the affected Game is scheduled as a national exposure and another Game or Games are available for an ABC telecast and if time permits, ABC shall make best efforts to substitute such other Game or Games for telecast. If, in ABC's good faith judgment, neither of these options is feasible and ABC's PAC 10/BIG TEN telecast is cancelled throughout the Telecast Area, then ABC shall be entitled to a pro rata reduction in the Rights Fees hereunder. In addition, even if ABC is able to switch to another Game or substitute another Game, if ABC is required to make adjustments to advertisers or incurs additional production costs due to this switch or substitution, there shall be an appropriate reduction in the compensation hereunder if revenues are lost due to this adjustment, provided PAC 10/BIG TEN is provided full access to inspect the appropriate ABC records concerning this matter.

17. (b) Interruption of Game or Telecast: In the event that any telecast of a Game or Games by ABC is commenced but is thereafter materially interrupted due to any of the reasons set forth in subparagraph 17(a) above, it is understood that there shall be no reduction in the compensation hereunder if (i) ABC is able to reschedule for inclusion in a subsequent Game or Games (in addition to the commercials permitted in the format for such subsequent Games), at later dates during the applicable Season, any commercials ABC is unable to telecast because of such material interruption; and (ii) ABC is able to net the same consideration for any such rescheduled commercials. However, if the lost commercials cannot be made up during the applicable Season or cannot be made up at the same net consideration to ABC, then there shall be a proportionate reduction in the rights fee to be paid hereunder.

17. (c) Resolving Questions as to a Reduction: In the event of ABC and PAC 10/BIG TEN's failure to agree on whether there should be a reduction and, if so, the appropriate reduction in compensation under subparagraphs 17(a) or 17(b) hereinabove, then the issues in question shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

18. NAME AND LIKENESS

The home PAC 10/BIG TEN Institutions shall be solely responsible for making all arrangements for the staging of Games hereunder and such arrangements shall accord to ABC all rights or consents necessary or contemplated for the exercise of ABC's rights under this Agreement or necessary for ABC's telecast of the Games and the promotion and advertising thereof, including

necessary name and likeness rights to all participants and officials and other persons connected with the staging of the Games. Any such use shall not be in the manner of an endorsement of any product or service.

19. COPYRIGHT/TRADEMARKS

19. (a) ABC acknowledges the ownership by PAC 10 and BIG TEN of all property rights in their home Games and upon request by the PAC 10 or BIG TEN will give appropriate notice of such ownership to the viewing public or others. The parties agree that all live telecasts produced by ABC hereunder and all recordings thereof, in whole or in part, shall be copyrighted and that such copyrights will be owned by ABC.

19. (b) ABC acknowledges that PAC 10/BIG TEN and their member Institutions are each the owners of names, trademarks, servicemarks, symbols, and/or logos associated with them (collectively referred to as "marks"). ABC agrees that it shall not sell or distribute any merchandise bearing such marks, nor authorize others to do so without obtaining the prior written consent of the PAC 10/BIG TEN or respective member Institution. PAC 10/BIG TEN and their member Institutions hereby grant to ABC the right to use their marks solely in connection with ABC's programming and Game telecasts hereunder and the advertising or promotion thereof. ABC grants to PAC 10/BIG TEN the right to use its name and servicemarks in connection with the Games hereunder and in accordance with the same restrictions on ABC's use of PAC 10/BIG TEN's marks. If either party learns of infringing uses of the foregoing marks, it will promptly advise the other party of such uses.

20. TICKETS

PAC 10 and BIG TEN shall make best efforts to make available for purchase by ABC up to one hundred (100) of the best available seats to any Game to be telecast by ABC hereunder.

21. WARRANTIES

PAC 10/BIG TEN warrants that all PAC 10/BIG TEN Institutions have assigned their rights in their Games hereunder to the PAC 10/BIG TEN in writing, that all PAC 10/BIG TEN Institutions have authorized the PAC 10/BIG TEN to grant all rights and exclusivity contained herein and have all specifically approved the grant of these rights to ABC, subject to the review and approval of this Agreement by the chief executive officer of each member Institution of the PAC 10/BIG TEN.

22. INDEMNIFICATION

22. (a) PAC 10/BIG TEN: PAC 10/BIG TEN agrees to indemnify ABC from and against any claims arising out of any material or persons furnished by PAC 10/BIG TEN and any breach by PAC 10/BIG TEN of any warranty or agreement made by it hereunder.

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22. (b) ABC: ABC agrees to indemnify PAC 10/BIG TEN from and against any claims arising out of any material or persons furnished by ABC in connection with its telecasts hereunder or any breach of any warranty or agreement made by ABC hereunder.

23. NOTICES

All notices hereunder shall be in writing and shall be sent by personal delivery or by mail, to the respective addresses of the parties hereto hereinabove set forth, or such other address or addresses as may be designated by either party. Such notices shall be deemed to have been given upon being mailed or upon delivery to an express mail service. Telegraph is not an acceptable mode of transmission unless confirmed.

24. INCORPORATION

This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed or terminated orally.

25. HEADINGS

Provision headings are solely for convenience and have no legal significance.

26. ASSIGNMENT

Neither party may assign its rights and obligations hereunder in whole or in part, without the prior written consent of all parties, except that upon prior written notice to PAC 10/BIG TEN, ABC may assign its rights to any subsidiary, affiliated, or controlling corporation or to any person, firm or corporation which acquires a substantial portion of its assets; provided, however, that no such assignment shall relieve ABC of its obligations hereunder and except that upon prior written notice to ABC either BIG TEN or PAC 10 may assign its rights to a corporation assuming the rights and liabilities provided hereunder of the respective Conference.

THE PACIFIC TEN CONFERENCE

By Jerry J. Porras
JERRY J. PORRAS
Pacific 10 Conference

ABC SPORTS, INC.

By David E. Downs
David E. Downs
Vice President, Programming

THE BIG TEN CONFERENCE

By Jim Delany 12/31/81
JIM DELANY, Commissioner
Big Ten Conference

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SCHEDULE A

PAC 10/BIG TEN INSTITUTIONS
(by Conference)

Pacific 10 Conference

Washington State University
University of Washington
Oregon State University
University of Oregon
University of California, Berkeley
Stanford University
University of California, Los Angeles
(UCLA)
University of Southern California (USC)
Arizona State University
University of Arizona

Big 10 Conference

University of Illinois
Indiana University
University of Iowa
University of Michigan
Michigan State University
University of Minnesota
Northwestern University
The Ohio State University
Purdue University
University of Wisconsin

SCHEDULE B

Commercial Format: During each telecast under this Agreement, there shall be not more than twenty-nine commercial minutes. The durations of each commercial position shall be as set out below with the durations of each commercial unit within each such position to be designated by ABC. These commercials shall be presented in 25 commercial positions and not more than two station breaks of not more than 65 seconds each (except for Prime Time telecasts which may contain three such station breaks).

(a) The commercial periods, which shall be not more than 60 seconds in duration each unless otherwise specified, shall be distributed in accordance with this format:

Start of Game Telecast

(1) Commercial (60 seconds)

Start of First Quarter

(2) Commercial (60 seconds)

(3) Commercial (60 seconds)

(4) Commercial (90 seconds)

(5) Commercial (60 seconds)

End of First Quarter

(6) Commercial (60 + 60 seconds)

Start of Second Quarter

(7) Commercial (60 seconds)

(8) Commercial (60 seconds)

(9) Commercial (60 seconds)

(10) Commercial (60 seconds)

(11) Commercial (60 seconds)

End of Second Quarter

Halftime

(12) Commercial (60 seconds)

+ Station Break (65 seconds)

(13) Commercial (60 seconds)

(14) Commercial (60 seconds)

(15) Commercial (60 + 60 seconds)

Start of Third Quarter

(16) Commercial (60 seconds)

(17) Commercial (60 seconds)

(18) Commercial (90 seconds)

(19) Commercial (60 seconds)

SCHEDULE B (continued)

End of Third Quarter

(20) Commercial (60 seconds)
+ Station Break (65 seconds)

Start of Fourth Quarter

(21) Commercial (60 seconds)
(22) Commercial (60 seconds)
(23) Commercial (60 seconds)
(24) Commercial (60 seconds)

End of Fourth Quarter

(25) Commercial (60 seconds)*
(26) Commercial (60 seconds)*

(b) ABC may make up an omitted commercial subject to these provisions:

(i) No more than two make-up commercials may be inserted in any single telecast, either from earlier in that telecast or from a preceding telecast;

(ii) A commercial missed early in a telecast may be inserted later in that same telecast whenever an extra natural timeout occurs or during halftime and;

(iii) A commercial missed in one telecast may be inserted in a later telecast whenever an extra natural timeout occurs or during halftime.

*/Commercial position No. 25 and No. 26 may be inserted into the fourth quarter if there are natural timeouts therein to accommodate it. A natural timeout is a timeout called by a team or the period following a score only.

For a prime time telecast, the additional station break shall be placed in the fourth quarter between the 22nd and 23rd commercial positions.

0515L
9/28/89

CONFIDENTIAL



THOMAS C. HANSEN, COMMISSIONER
800 SOUTH BROADWAY, SUITE 400
WALNUT CREEK, CA 94596 PHONE. 415 932-4411

June 11, 1991

Mr. David E. Downs
Vice President, Programming
ABC Sports
47 West 66th Street
New York, NY 10023-6290

Amended Agreement

Dear David:

On behalf of the Big Ten and Pacific-10 conferences, we are writing to formalize our agreement with ABC Sports to amend our current contract for the televising of football games through the 1996 regular season.

The amendment has to do with the compensation the conferences are to be paid by ABC Sports. In return for the addition of a 30th minute of commercial time per exposure, ABC Sports has agreed to increase its compensation per year in the following manner:

1991 -	\$250,000
1992 -	275,000
1993 -	300,000
1994 -	325,000
1995 -	350,000

The new payments for the years indicated therefore would be:

1991 -	\$14,750,000
1992 -	14,775,000
1993 -	15,550,000
1994 -	16,325,000
1995 -	17,100,000

CONFIDENTIAL

Mr. David E. Downs
June 11, 1991
Page Two

This payment schedule has been approved by each conference. The additional funds would be prorated annually over the four equal installments payable on September 15, October 15, November 15 and December 15 of the applicable year, and divided equally between the Pac-10 and Big Ten unless ABC is notified otherwise in writing by both the Big Ten and Pac-10.

For the record, there is one additional year on our contract—1996—not covered by our discussions or by this agreement. That is because your College Football Association contract ends with the 1995 season. It is agreed discussions concerning 1996 can be held at an appropriate time to deal with that season.

If you believe this accurately reflects our agreement, please sign where indicated and forward copies to Jim Delany and me.

Thank you.

Sincerely,

Thomas C. Hansen
Thomas C. Hansen
Pacific-10 Conference Commissioner

James E. Delany
James E. Delany
Big Ten Conference Commissioner

June 11, 1991
Date

6/17/91
Date

TCH:tlh

FOR ABC SPORTS:

David E. Downs
Signature

6/20/91
Date

VP, Programming
Title

CONFIDENTIAL

AMENDMENT

This shall constitute an amendment to the agreement dated as of March 27, 1989 by and among ABC SPORTS, INC. ("ABC"), and THE BIG TEN CONFERENCE ("Big Ten") and the PACIFIC 10 CONFERENCE ("Pac 10") upon the terms and conditions provided below. The aforementioned March 27, 1989 agreement is hereinafter referred to as the "Agreement" and the Big Ten and Pac 10 are hereinafter collectively referred to as "Pac 10/Big Ten." Any undefined words or terms which appear in quotations herein shall have the same definitions ascribed thereto in the Agreement.

1. ABC has agreed to telecast at least 15 live "television exposures" and not fewer than 23 "Games" in each of the 1991-96 "Seasons" and ABC has agreed to make a good faith effort to telecast a 24th "Game" in each such "Season".
2. The first two sentences of subparagraph 1(b) of the Agreement shall be deleted and the following substituted therefor:

A "television exposure" or "exposure" for purposes of this Agreement means television coverage of (i) a single "Game" hosted by a Big Ten or a Pac-10 "Institution" which is offered for telecast nationally, i.e., for telecast to all United States affiliates of the ABC television network, ("nationally"); or (ii) one or more "Games" hosted by a Big Ten or Pac-10 institution that shall be distributed regionally provided that such "Game" or "Games" shall be offered for telecast to a total of not less than fifty percent (50%) of the United States television households. ABC shall telecast at least fifteen (15) exposures during each of the Seasons covered by this Amendment with the exposures to be allocated as follows:

1. During the 1991 and 1992 Seasons, ABC shall telecast at least eleven (11) exposures nationally, plus at least nineteen (19) exposures to be distributed regionally to not less than 50 percent (50%) of the United States television households.
2. During the 1993 and 1994 Seasons, ABC shall telecast at least eleven (11) exposures nationally, plus at least nineteen (19) exposures to be distributed regionally to not less than fifty percent (50%) of the United States television households.

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3. During the 1995 and 1996 Seasons, ABC shall telecast at least eleven (11) exposures nationally, plus at least nineteen (19) exposures to be distributed regionally to not less than fifty percent (50%) of the United States television households.

The eleven national "exposures" in each of the 1991 and 1992, 1993 and 1994, and 1995 and 1996 Seasons shall include the following: (A) Two intraconference "Games" involving Big Ten "Institutions"; (B) Two intraconference "Games" involving Pac-10 "Institutions" (provided that ABC shall have the right to offer these two Pac-10 intraconference "Games" for telecast to 80% of the United States television households and offer Big Ten intraconference "Games" for telecast to the remaining 20% in the same exposure; (C) One "Game" involving either a Big Ten "Institution" or a Pac-10 "Institution" against either a Big Ten "Institution" or a Pac-10 "Institution"; and (D) Six "Games" hosted by either a Big Ten "Institution" or by a Pac-10 "Institution", which can include "Home Cross-overs." If, in any of the three aforementioned two-season periods, "Home Cross-overs" become unavailable to ABC or the number thereof is substantially reduced due to the inability of the College Football Association and Pac-10/Big Ten to agree on visiting team compensation, in addition to other remedies provided in the Agreement, ABC and the Pac-10/Big Ten shall make good faith efforts to negotiate an alternative single national "exposure" obligation.

3. The amendment shall be effective solely for the 1991-96 "Seasons".
4. ABC's compliance with the requirements of Paragraphs 1 and 2 above shall fully satisfy ABC's obligations to Pac 10/Big Ten under subparagraphs 1(a) and (b) of the Agreement, as amended hereby.
5. If for any reason this Amendment shall be held in whole or in part to violate any federal or state law or regulation, this Amendment shall lapse and be ineffective and the Agreement shall again become effective as originally executed with each party's rights under the Agreement to be restored in all respects.

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6. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain unmodified and in full force and effect and both ABC and Pac 10/Big Ten shall reserve all rights and remedies regarding the Agreement and its interpretation.

ACCEPTED AND AGREED AS OF APRIL __, 1991:

~~PACIFIC TEN CONFERENCE~~

ABC SPORTS, INC.

By James E. Delany
Title Commissioner, Big Ten Conf.

By David E. Downs
Title VP, Programming

~~THE BIG TEN CONFERENCE~~

By Edward M. Bennett
Title President Pacific-10 Conference

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QUESTIONS AND ANSWERS ON THE
NATIONAL FOOTBALL TELEVISION PLAN

Prepared by the NCAA Division I-A
Football Television Planning Subcommittee

Exhibit 1.20
For Identification
CYNTHIA K. GRAY
Date 8-1-84
EXH. 11 DATE 11/3/84
WITNESS Thomas Han
LAURA A. HOBIZAL, CSR #9711

1. Q -- Why are we meeting July 10 when the court has not as yet modified the original injunction?

A -- It is expected that the current injunction will be modified consistent with the appellate courts' decision to permit the member institutions to have the NCAA administer their 1984 Plan. It will be important to have a Plan in place. Also, the members of Division I may want to adopt certain television principles to become effective even if no Plan is ultimately pursued.

2. Q -- Will the National Football Television Plan affect the football television of members after 1984?

A -- No. It applies to the 1984 football season only.

3. Q -- Why is the word "National" used rather than "NCAA" in referring to the Series or the Football Television Plan?

A -- This is to make it clear that this new Plan is entirely different and should not be confused with previous NCAA Football Plans.

4. Q -- What is the role of the NCAA in this National Football Television Plan?

A -- The NCAA will certify the "qualified organizations," and administer those other portions of the National Plan requiring national administration.

5. Q -- What control will the NCAA have over Division I-A members' football television?

A -- If the proposed Plan is adopted, control, in the sense it has been used in past television plans, will no longer exist. Telecasts will be arranged directly between the carriers and the members of Division I-A who elect to participate in the National Series and who thereby agree not to televise against the national games selected by the networks during the National Series time period.

6. Q -- Why has the time of presentation been reduced to only three and one-half hours rather than seven hours when arguably the seven-hour presentation might generate more dollars for the institutions?

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A -- It is the consensus of legal opinions available to the NCAA that a greater period than three and one-half hours would unreasonably restrict the televising of games and would therefore be illegal.

7. Q -- May the NCAA place limitations on any time period other than the National Series time period?

A -- No.

8. Q -- Does the three and one-half hour time period preclude any network, cable system or group of stations that elects not to be certified as a qualified carrier from televising during the National Series time period?

A -- No, so long as the telecast does not involve an institution which has agreed to participate in the National Series.

9. Q -- If the National Football Television Plan is not implemented by July 17 (the time specified in Article 4 of the Plan), would it be permissible for members of Division I-A to voluntarily proceed on their own and adhere to the principles set forth in the National Plan?

A -- Yes. The NCAA is nothing more than its members acting in concert. The court's injunction clearly indicated that NCAA members are free to control the television of their respective games. It would seem, therefore, that a reasonable number of members electing to adhere to the principles set forth in the National Football Television Plan could agree upon this Plan for themselves and determine their own administration apart from that of the NCAA.

10. Q -- When may a member institution televise its games under the proposed Plan?

A -- An institution may televise its games at any time it elects to do so; however, those members who voluntarily agree to participate in the National Series Plan must also agree not to participate in a television game that conflicts or overlaps with National Series telecasts during the three and one-half hour time period.

11. Q -- May institutions alter the dates and times of their games to accommodate a carrier?

A -- Yes, if their game opponents agree.

12. Q -- When will the television committee set the time period reserved for the qualified organizations for each date for the National Series?

A -- By August 1, 1984.

13. Q — Why that date?

A — So that each institution and conference will know by August 1 the times they may use for other telecasts and cablecasts.

14. Q -- When will participating institutions know the games that have been selected by the qualified carriers?

A -- The committee will require each carrier(s) to identify the games that it has selected for the first four dates and any special dates by August ~~17~~, 1984. The balance of the schedule would be selected at the discretion of the carrier with the consent of the participating institutions and announced not less than three weeks in advance of the exposure date.

15. Q — If a single qualified carrier desires to televise two national exposures on the same date, is this permissible?

A -- Yes. One exposure could be within the National Series time period and the other could be scheduled at any other time.

16. Q -- How will the time periods be arranged on the two Saturdays when the professional baseball championship games will be televised?

A -- The time period will alternate in competition with the baseball championships.

17. Q -- Why doesn't the NCAA negotiate a minimum rights fee for each game?

A — The courts have said that such a procedure constitutes price fixing and is illegal under the anti-trust laws.

18. Q -- Will the NCAA be involved in any way in the determination of game rights fees?

A — No.

19. Q -- Why does not the National Series Plan guarantee a fixed participation payment for institutions?

A -- It is not realistic for any plan to guarantee a fixed payment for participants because the financial value for all packages is unknown. Each game is negotiated individually with the institutions on a game-by-game basis through the course of the season.

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20. Q -- Which participating members will be eligible to share in the passover revenue provided for in the proposed National Football Television Plan?

A -- All institutions which voluntarily agree to participate in the 1984 Plan which do not have at least one game televised as a National Series game.

21. Q -- May an institution sign a contract with any network or syndicator or only with a "qualified organization" as so identified in the National Football Television Plan?

A -- An institution may award its rights to anyone for any number of games. Those institutions which voluntarily agreed to participate in the National Series, however, only agree to participate in any telecast offered by a certified carrier during the three and one-half hour time period. If it negotiates with a certified carrier outside the National Series and the carrier indicates to the institution that it is counting the game to meet its minimum exposure requirements, the game comes under the terms of the National Plan.

22. Q -- May a member elect to participate in the National Football Television Plan after the 1984 season commences?

A -- Yes; however, if it is not selected to participate in the National Series, its portion of the passover revenue will be prorated.

23. Q -- Can a member institution elect to participate in the National Football Television Plan and also participate in a Plan offered by the CFA or the FTFC (Coalition)?

A -- Yes, as long as the institution abides by the National Football Television Plan's provision that it not participate in another televised game during the National Series time period. (It is assumed other plans and contracts will include a similar policy.)

24. Q -- Is a game eligible for televising during the National Series time period if one institution is a participant of the National Plan and the other institution is not?

A -- Yes, if both teams agreed that it will be a National Series game.

25. Q -- May a qualified carrier bid on a game to be televised during the three and one-half hour time period between two nonparticipating institutions which have not signed the commitment form?

A -- Yes. All games are eligible to the carrier.